

Exhibit Z

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
	:
In re	:
	:
MOTORS LIQUIDATION COMPANY, <i>et al.</i>,	:
f/k/a General Motors Corp., <i>et al.</i>	:
	:
Debtors.	:
	:
-----X	

	Chapter 11 Case No.
	09-50026 (REG)
	(Jointly Administered)

DEBTORS' SECOND AMENDED JOINT CHAPTER 11 PLAN

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Debtors in Possession

TABLE OF CONTENTS

	Page
Article I. Definitions and Interpretation	1
1.1 363 Transaction.....	1
1.2 Administrative Expenses	1
1.3 ADR Procedures	2
1.4 Allowed.....	2
1.5 Asbestos Claimants’ Committee.....	2
1.6 Asbestos Claims.....	2
1.7 Asbestos Insurance Assets	2
1.8 Asbestos Insurance Assets Trust.....	3
1.9 Asbestos Personal Injury Claim.....	3
1.10 Asbestos Property Damage Claim	3
1.11 Asbestos Trust.....	4
1.12 Asbestos Trust Administrator	4
1.13 Asbestos Trust Agreement.....	4
1.14 Asbestos Trust Assets	4
1.15 Asbestos Trust Claim.....	4
1.16 Asbestos Trust Distribution Procedures.....	5
1.17 Asbestos Trust Transfer Date.....	5
1.18 Avoidance Action	5
1.19 Avoidance Action Trust.....	5
1.20 Avoidance Action Trust Administrative Cash.....	5
1.21 Avoidance Action Trust Administrator	5
1.22 Avoidance Action Trust Agreement	6
1.23 Avoidance Action Trust Assets	6
1.24 Avoidance Action Trust Claims Reserve.....	6
1.25 Avoidance Action Trust Monitor.....	6
1.26 Avoidance Action Trust Transfer Date.....	6
1.27 Ballot.....	6
1.28 Bankruptcy Code	6

TABLE OF CONTENTS
(continued)

	Page
1.29 Bankruptcy Court.....	6
1.30 Bankruptcy Rules.....	7
1.31 Budget.....	7
1.32 Business Day.....	7
1.33 Cash.....	7
1.34 Causes of Action.....	7
1.35 Chapter 11 Cases.....	7
1.36 Claim.....	7
1.37 Claim Settlement Procedures.....	7
1.38 Class.....	8
1.39 Collateral.....	8
1.40 Commencement Date.....	8
1.41 Confirmation Date.....	8
1.42 Confirmation Hearing.....	8
1.43 Confirmation Order.....	8
1.44 Creditors' Committee.....	8
1.45 Debtors.....	8
1.46 Demand.....	8
1.47 DIP Credit Agreement.....	8
1.48 DIP Credit Agreement Claims.....	9
1.49 DIP Lenders.....	9
1.50 DIP Lenders' Avoidance Actions.....	9
1.51 DIP Lenders' Avoidance Assets.....	9
1.52 DIP Lenders' Collateral.....	9
1.53 Disclosure Statement.....	9
1.54 Disputed.....	9
1.55 Distribution Record Date.....	10
1.56 District Court.....	10
1.57 EDC.....	10

TABLE OF CONTENTS
(continued)

	Page
1.58 Effective Date	10
1.59 ENCORE.....	10
1.60 Encumbrance.....	10
1.61 Entity.....	10
1.62 Environmental Action.....	10
1.63 Environmental Laws	10
1.64 Environmental Response Trust.....	11
1.65 Environmental Response Trust Administrative Funding Account	11
1.66 Environmental Response Trust Administrative Trustee	11
1.67 Environmental Response Trust Agreement	11
1.68 Environmental Response Trust Assets.....	11
1.69 Environmental Response Trust Consent Decree and Settlement Agreement.....	12
1.70 Environmental Response Trust Parties	12
1.71 Environmental Response Trust Properties.....	12
1.72 Environmental Response Trust Transfer Date.....	12
1.73 Equity Interest.....	12
1.74 Eurobond Claim	12
1.75 Final Order	12
1.76 Fiscal and Paying Agency Agreements	13
1.77 Fiscal and Paying Agents.....	13
1.78 Future Claimants' Representative.....	13
1.79 General Unsecured Claim	13
1.80 Governmental Authorities.....	13
1.81 GUC Trust.....	13
1.82 GUC Trust Administrative Fund	13
1.83 GUC Trust Administrator	14
1.84 GUC Trust Agreement.....	14
1.85 GUC Trust Assets	14
1.86 GUC Trust Monitor.....	14

TABLE OF CONTENTS
(continued)

	Page
1.87 GUC Trust Transfer Date.....	14
1.88 GUC Trust Units.....	14
1.89 Indentures.....	14
1.90 Indenture Trustee/Fiscal and Paying Agent Reserve Cash.....	16
1.91 Indenture Trustees.....	16
1.92 Indirect Asbestos Claim.....	16
1.93 Initial Debtors	17
1.94 Medical Liens.....	17
1.95 MLC.....	17
1.96 MSPA.....	17
1.97 New GM.....	17
1.98 New GM Securities.....	18
1.99 New GM Stock	18
1.100 New GM Warrants.....	18
1.101 Note Claim.....	18
1.102 Nova Scotia Guarantee Claims	18
1.103 Nova Scotia Wind-Up Claim.....	19
1.104 Person.....	19
1.105 Plan	19
1.106 Plan Supplement	20
1.107 Post-Effective Date MLC	20
1.108 Priority Non-Tax Claim	20
1.109 Priority Order Sites	20
1.110 Priority Order Sites Consent Decrees and Settlement Agreements.....	20
1.111 Priority Tax Claim	20
1.112 Pro Rata Share.....	20
1.113 Property or Properties	21
1.114 Property Environmental Claim	21
1.115 Protected Party	21

TABLE OF CONTENTS
(continued)

	Page
1.116 REALM.....	22
1.117 Registered Holder	22
1.118 Residual Wind-Down Assets	22
1.119 Schedules	22
1.120 Secured Claim.....	22
1.121 Solicitation Procedures	23
1.122 Tax Code.....	23
1.123 Term Loan Avoidance Action	23
1.124 Term Loan Avoidance Action Beneficiaries	23
1.125 Trusts.....	23
1.126 Unliquidated Litigation Claim	23
1.127 U.S. Treasury	23
1.128 U.S. Trustee	23
1.129 Voting Deadline.....	23
Article II. Administrative Expenses and Priority Tax Claims	24
2.1 Administrative Expenses	24
2.2 Compensation and Reimbursement Claims	24
2.3 Priority Tax Claims.....	24
2.4 DIP Credit Agreement Claims	24
2.5 Special Provisions Regarding Fees and Expenses of Indenture Trustees and Fiscal and Paying Agents	26
Article III. Classification of Claims and Equity Interests.....	26
Article IV. Treatment of Claims and Equity Interests	27
4.1 Class 1 – Secured Claims.....	27
4.2 Class 2 - Priority Non-Tax Claims.....	27
4.3 Class 3 - General Unsecured Claims	27
4.4 Class 4 – Property Environmental Claims	30
4.5 Class 5 – Asbestos Personal Injury Claims.....	30
4.6 Class 6 - Equity Interests in MLC.....	31
Article V. Provisions Governing Distributions.....	32

TABLE OF CONTENTS
(continued)

		Page
5.1	Distribution Record Date	32
5.2	Method of Distributions Under the Plan.....	32
a.	Payments and Transfers on Effective Date	32
b.	Repayment of Excess Cash to DIP Lenders	33
c.	Payment of Cash or Certain Assets to Charitable Organizations	34
d.	Distributions of Cash	35
e.	Sale of New GM Warrants About to Expire.....	35
5.3	Delivery of Distributions and Undeliverable Distributions	35
5.4	Withholding and Reporting Requirements	36
5.5	Time Bar to Cash Payments.....	37
5.6	Minimum Distributions and Fractional Shares or Units	37
5.7	Setoffs	38
5.8	Transactions on Business Days.....	38
5.9	Allocation of Plan Distribution Between Principal and Interest.....	38
5.10	Surrender of Existing Publicly-Traded Securities	39
5.11	Class Proofs of Claim	39
Article VI.	Means for Implementation and Execution of the Plan.....	40
6.1	Substantive Consolidation	40
6.2	The GUC Trust	40
a.	Execution of GUC Trust Agreement	40
b.	Purpose of GUC Trust	40
c.	GUC Trust Assets	41
d.	Governance of GUC Trust.....	41
e.	GUC Trust Administrator and GUC Trust Monitor	41
f.	Role of GUC Trust Administrator	42
g.	Role of GUC Trust Monitor.....	41
h.	Transferability of GUC Trust Interests	42
i.	Cash.....	42
j.	Costs and Expenses of GUC Trust Administrator	42

TABLE OF CONTENTS
(continued)

	Page
k. Compensation of GUC Trust Administrator	42
l. Distribution of GUC Trust Assets	43
m. Retention of Professionals by GUC Trust Administrator and GUC Trust Monitor	43
n. U.S. Federal Income Tax Treatment of GUC Trust	43
o. Dissolution	44
p. Indemnification of GUC Trust Administrator and GUC Trust Monitor	44
q. Closing of Chapter 11 Cases	45
6.3 The Asbestos Trust	45
a. Execution of Asbestos Trust Agreement	45
b. Purpose of Asbestos Trust	45
c. Assumption of Certain Liabilities by Asbestos Trust	45
d. Asbestos Trust Assets	45
e. Governance of Asbestos Trust	46
f. The Asbestos Trust Administrator	46
g. Role of Asbestos Trust Administrator	46
h. Nontransferability of Asbestos Trust Interests	46
i. Cash	46
j. Costs and Expenses of Asbestos Trust	46
k. Resolution of Asbestos Personal Injury Claims	46
l. Distribution of Asbestos Trust Assets	47
m. Retention of Professionals by Asbestos Trust Administrator	47
n. U.S. Federal Income Tax Treatment of Asbestos Trust	47
o. Dissolution	48
p. Indemnification of Asbestos Trust Administrator	48
6.4 The Environmental Response Trust	48
a. Environmental Response Trust Agreement and Environmental Response Trust Consent Decree and Settlement Agreement	48

TABLE OF CONTENTS
(continued)

	Page
b. Purpose of Environmental Response Trust.....	49
c. Environmental Response Trust Assets.....	49
d. Governance of Environmental Response Trust	50
e. Role of Environmental Response Trust Administrative Trustee.....	50
f. Nontransferability of Environmental Response Trust Interests	50
g. Cash.....	50
h. Indemnification of Environmental Response Trust Administrative Trustee.....	50
i. U.S. Federal Income Tax Treatment of Environmental Response Trust.....	51
6.5 The Avoidance Action Trust.....	51
a. Execution of Avoidance Action Trust Agreement.....	51
b. Purpose of Avoidance Action Trust.....	52
c. Avoidance Action Trust Assets	52
d. Governance of Avoidance Action Trust	52
e. Avoidance Action Trust Administrator and Avoidance Action Trust Monitor	52
f. Role of Avoidance Action Trust Administrator.....	52
g. Role of Avoidance Action Trust Monitor.....	53
h. Nontransferability of Avoidance Action Trust Interests.....	53
i. Cash.....	53
j. Distribution of Avoidance Action Trust Assets.....	53
k. Costs and Expenses of Avoidance Action Trust.....	54
l. Compensation of Avoidance Action Trust Administrator	54
m. Retention of Professionals by Avoidance Action Trust Administrator and Avoidance Action Trust Monitor.....	54
n. U.S. Federal Income Tax Treatment of Avoidance Action Trust	54
o. Dissolution	58

TABLE OF CONTENTS
(continued)

	Page
p. Indemnification of Avoidance Action Trust Administrator and Avoidance Action Trust Monitor	59
6.6 Securities Law Matters	59
6.7 Cancellation of Existing Securities and Agreements.....	60
6.8 Equity Interests in MLC Subsidiaries Held by the Debtors.....	61
6.9 Administration of Taxes	61
6.10 Dissolution of the Debtors	61
6.11 Determination of Tax Filings and Taxes	62
6.12 Books and Records	63
6.13 Corporate Action.....	64
6.14 Effectuating Documents and Further Transactions.....	64
6.15 Continued Applicability of Final Order Approving DIP Credit Agreement.....	65
Article VII. Procedures for Disputed Claims	65
7.1 Objections to Claims and Resolution of Disputed Claims.....	65
7.2 No Distribution Pending Allowance.....	66
7.3 Estimation	67
7.4 Allowance of Disputed Claims	67
7.5 Dividends	67
Article VIII. Executory Contracts and Unexpired Leases	67
8.1 Executory Contracts and Unexpired Leases	67
8.2 Approval of Rejection of Executory Contracts and Unexpired Leases.....	68
8.3 Rejection Claims.....	68
Article IX. Effectiveness of the Plan.....	68
9.1 Condition Precedent to Confirmation of Plan.....	68
9.2 Conditions Precedent to Effective Date.....	68
9.3 Satisfaction and Waiver of Conditions	69
9.4 Effect of Nonoccurrence of Conditions to Consummation.....	69
Article X. Effect of Confirmation.....	70

TABLE OF CONTENTS
(continued)

	Page
10.1 Vesting of Assets	70
10.2 Release of Assets	70
10.3 Binding Effect.....	70
10.4 Term of Injunctions or Stays.....	71
10.5 Term Loan Avoidance Action; Setoffs	71
10.6 Injunction	71
10.7 Injunction Against Interference with Plan	71
10.8 Special Provisions for Governmental Units.....	71
Article XI. Retention of Jurisdiction	72
11.1 Jurisdiction of Bankruptcy Court.....	72
Article XII. Miscellaneous Provisions.....	74
12.1 Dissolution of Committees	74
12.2 Substantial Consummation	75
12.3 Effectuating Documents and Further Transactions.....	75
12.4 Exemption from Transfer Taxes	75
12.5 Release	76
12.6 Exculpation	76
12.7 Post-Confirmation Date Fees and Expenses	77
a. Fees and Expenses of Professionals.....	77
b. Fees and Expenses of GUC Trust Administrator, Asbestos Trust Administrator, Environmental Response Trust Administrative Trustee, and Avoidance Action Trust Administrator	78
12.8 Payment of Statutory Fees	78
12.9 Modification of Plan	78
12.10 Revocation or Withdrawal of Plan.....	78
12.11 Courts of Competent Jurisdiction	79
12.12 Severability	79
12.13 Governing Law	79
12.14 Exhibits	79

TABLE OF CONTENTS
(continued)

	Page
12.15 Successors and Assigns.....	79
12.16 Time	79
12.17 Notices	80

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Debtors.	:
	:
-----X	

Chapter 11 Case No.

09-50026 (REG)

(Jointly Administered)

DEBTORS' SECOND AMENDED JOINT CHAPTER 11 PLAN

Motors Liquidation Company (f/k/a General Motors Corporation); MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.); MLCS, LLC (f/k/a Saturn, LLC); MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation); Remediation and Liability Management Company, Inc.; and Environmental Corporate Remediation Company, Inc., the above-captioned debtors, propose the following chapter 11 plan pursuant to section 1121(a) of title 11 of the United States Code:

ARTICLE I.

DEFINITIONS AND INTERPRETATION

DEFINITIONS. The following terms used herein shall have the respective meanings defined below (such meanings to be equally applicable to both the singular and plural):

1.1 363 Transaction means the sale of substantially all the assets of General Motors Corporation and certain of its Debtor subsidiaries, and the assumption of certain executory contracts and unexpired leases of personal property and nonresidential real property, to a U.S. Treasury-sponsored purchaser pursuant to section 363 of the Bankruptcy Code, as embodied in the MSPA.

1.2 Administrative Expenses means costs or expenses of administration of any of the Chapter 11 Cases allowed under sections 503(b), 507(a)(1), and 1114(e) of the Bankruptcy Code that have not already been paid by the Debtors, including, without limitation, any actual and necessary costs and expenses of preserving the Debtors' estates, any actual and necessary costs and expenses of operating the Debtors' businesses, any indebtedness or obligations incurred or assumed by the Debtors, as debtors in possession, during the Chapter 11 Cases, including, without limitation, for the acquisition or lease of property or an interest in property or the rendition of services, any compensation and reimbursement of expenses to the extent allowed by Final Order under sections 330 or 503 of the Bankruptcy Code, and any fees or charges assessed against the

1.106 Plan Supplement means the forms of documents, in a form reasonably acceptable to the U.S. Treasury, the Creditors' Committee, the Asbestos Claimants' Committee, and the Future Claimants' Representative, to the extent such documents affect the respective party, effectuating the transactions contemplated by this Plan, which documents shall be filed with the Clerk of the Bankruptcy Court no later than ten (10) days prior to the Confirmation Hearing. Upon its filing with the Bankruptcy Court, the Plan Supplement may be inspected at the Office of the Clerk of the Bankruptcy Court during normal court hours. Holders of Claims and Equity Interests may obtain a copy of the Plan Supplement upon written request to the undersigned counsel. Copies of the Plan Supplement also are available on the Voting Agent's website, www.motorsliquidationdocket.com.

1.10 Post-Effective Date MLC means MLC on and after the Effective Date.

1.10 Priority Non-Tax Claim means any Claim, other than an Administrative Expense or a Priority Tax Claim, entitled to priority in payment as specified in section 507(a)(3), (4), (5), (6), (7), or (9) of the Bankruptcy Code.

1.109 Priority Order Sites means the non-owned sites, as set forth on Exhibit E hereto, that are subject to an order requiring performance of an Environmental Action.

1.110 Priority Order Sites Consent Decrees and Settlement Agreements means the Consent Decrees and Settlement Agreements to be filed with the Bankruptcy Court in respect of the Priority Order Sites.

1.111 Priority Tax Claim means any Claim of a governmental unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(2) of the Bankruptcy Code other than Priority Tax Claims that New GM is liable for under the MSPA.

1.112 Pro Rata Share means the ratio (expressed as a percentage) of (i) the amount of any Allowed Claim in a particular Class to (ii) the sum of (x) the aggregate amount of Allowed Claims in such Class and (y) the aggregate amount of Disputed Claims in such Class. Solely for purposes of determining the Pro Rata Share with respect to any distribution from (a) the Debtors with respect to the Term Loan Avoidance Action, (b) the GUC Trust, or (c) the Avoidance Action Trust, the aggregate amount of Disputed Claims shall include (x) Disputed General Unsecured Claims, (y) the Asbestos Trust Claim in the amount set forth in the Confirmation Order until such time as the amount of the Asbestos Trust Claim is finally determined as set forth in Section 1.15 hereof, and (z) the Maximum Amount (as defined in the GUC Trust Agreement) of the potential General Unsecured Claims arising from any successful recovery of proceeds from the Term Loan Avoidance Action or other Avoidance Actions. The Debtors may seek a determination by the Bankruptcy Court of the amount that should be reserved in determining the Pro Rata Share on account of Disputed Claims on an individual or aggregate basis.

1.113 Property or Properties means the Environmental Response Trust Properties and the Priority Order Sites.

1.114 Property Environmental Claim means any civil Claim or Cause of Action by the Governmental Authorities against the Debtors under Environmental Laws with respect to the Properties except for any General Unsecured Claim reserved in Paragraph 100 of the Environmental Response Trust Consent Decree and Settlement Agreement or the Priority Order Sites Consent Decrees and Settlement Agreements.

1.115 Protected Party means (i) the Debtors, (ii) any Entity that, pursuant to the Plan or after the Effective Date, becomes a direct or indirect transferee of, or successor to, any assets of the Debtors (including, without limitation, the GUC Trust, the Environmental Response Trust, the Avoidance Action Trust, the GUC Trust Administrator, the Environmental Response Trust Administrative Trustee, the Avoidance Action Trust Administrator, the GUC Trust Monitor, the Avoidance Action Trust Monitor, and their respective professionals) or the Asbestos Trust (but only to the extent that liability is asserted to exist by reason of its becoming such a transferee or successor), (iii) the holders of DIP Credit Agreement Claims, (iv) any Entity that, pursuant to the Plan or after the Effective Date, makes a loan to the Debtors, Post-Effective Date MLC, or the Asbestos Trust, or to a successor to, or transferee of, any assets of the Debtors or the Asbestos Trust (but only to the extent that liability is asserted to exist by reason of such Entity's becoming such a lender or to the extent any pledge of assets made in connection with such a loan is sought to be upset or impaired), (v) an officer, director, or employee of the Debtors, of any past or present affiliate of the Debtors, of any predecessor in interest of the Debtors, or of any Entity that owns or at any time has owned a financial interest in the Debtors, in any past or present affiliate of the Debtors, or in any predecessor in interest of the Debtors, but only to the extent that he or she is alleged to be directly or indirectly liable for the conduct of, Claims against, or Demands on the Debtors or the Asbestos Trust on account of Asbestos Personal Injury Claims, (vi) any Entity to the extent he, she, or it is alleged to be directly or indirectly liable for the conduct of, Claims against, or Demands on the Debtors or the Asbestos Trust on account of Asbestos Personal Injury Claims by reason of such Entity's provision of insurance to the Debtors, to any past or present affiliate of the Debtors, to any predecessor in interest of the Debtors, or to any Entity that owns or at any time has owned a financial interest in (I) the Debtors, (II) any past or present affiliate of the Debtors, or (III) any predecessor in interest of the Debtors, but only to the extent that the Debtors or the Asbestos Trust enters into a settlement with such Entity that is approved by the Bankruptcy Court and expressly provides that such Entity shall be a Protected Party under the Plan, or (vii) with the consent of the Asbestos Claimants' Committee and the Future Claimants' Representative, or the Asbestos Trust Administrator, as applicable, any other Entity that, pursuant to an agreement approved by Final Order, has been determined to be providing appropriate consideration to the Debtors' estates or the Trusts (including, by way of example, by waiving the Entity's claim(s) against the Debtors or any of the Trusts) in exchange for being included in the definition of a Protected Party herein (including, without limitation, Remy International, Inc. (f/k/a Delco Remy International, Inc. and DR International, Inc.

and its wholly-owned subsidiary Remy Inc. (f/k/a Delco Remy America, Inc. and DRA Inc.)) (**Remy**), for whom no further consent from the Asbestos Claimants' Committee and the Future Claimants' Representative, or the Asbestos Trust Administrator, as applicable, is required), to the extent he, she, or it is alleged to be directly or indirectly liable for the conduct of, Claims against, or Demands on the Debtors or the Asbestos Trust on account of Asbestos Personal Injury Claims by reason of one or more of the following: (a) without in any way limiting clause (v) above, such Entity's involvement in the management of the Debtors or of any predecessor in interest of the Debtors, (b) such Entity's ownership of a financial interest in the Debtors, in any past or present affiliate of the Debtors, or in any predecessor in interest of the Debtors, (c) such Entity's involvement in a transaction changing the corporate structure, or in a loan or other financial transaction affecting the financial condition, of the Debtors, of any past or present affiliate of the Debtors, of any predecessor in interest of the Debtors, or of any Entity that owns or at any time has owned a financial interest in the Debtors, in any past or present affiliate of the Debtors, or in any predecessor in interest of the Debtors, (d) such Entity's current ownership of the assets of a former division of the Debtors or of a former division of the Debtors, or (e) such Entity's lease of real property owned or formerly owned by the Debtors. Notwithstanding the foregoing, New GM shall neither be included in the definition of Protected Party herein nor shall Section 4.5 hereof govern or enforce claims against New GM; *provided, however*, that nothing contained in the Plan shall in any way modify or limit any protections or rights afforded to New GM under or in connection with the Bankruptcy Court order approving the 363 Transaction.

1.116 REALM means Remediation and Liability Management Company, Inc., a Michigan corporation, as debtor or debtor in possession, as the context requires.

1.11 Registered Holder means the registered holders (or bearers, if applicable) of the securities issued pursuant to the Indentures or the Fiscal and Paying Agency Agreements.

1.11 Residual Wind-Down Assets means the Cash necessary to fund the resolution of Administrative Expenses, Priority Tax Claims, Priority Non-Tax Claims, and Secured Claims, and the Cash reserved to pay such Administrative Expenses and Claims. If the Debtors have not resolved and paid all of the foregoing Claims and Administrative Expenses by the date of MLC's dissolution, then the Residual Wind-Down Assets (including the power to object, settle, and or satisfy such Claims and Administrative Expenses) shall be transferred to the GUC Trust.

1.119 Schedules means the schedules of assets and liabilities and the statements of financial affairs filed by the Debtors under section 521 of the Bankruptcy Code, Bankruptcy Rule 1007, and the Official Bankruptcy Forms of the Bankruptcy Rules as such schedules and statements have been or may be supplemented or amended through the Confirmation Date.

1.120 Secured Claim means a Claim (i) secured by Collateral, to the extent of the value of such Collateral (A) as set forth in the Plan, (B) as agreed to by the holder of